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Atty. Dkt. No. 051373-0136

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Tyra et al.

Title: SYSTEM AND METHOD FOR  
TRANSMITTING DATA  
CONTENT IN A COMPUTER  
NETWORK

Appl. No.: 10/624,720

Filing Date: 7/21/03

Examiner:

Art Unit: 2171

<b>CERTIFICATE OF EXPRESS MAILING</b>	
I hereby certify that this correspondence is being deposited with the United States Postal Service's "Express Mail Post Office To Addressee" service under 37 C.F.R. § 1.10 on the date indicated below and is addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.	
EV 505798183 US	9/27/04
(Express Mail Label Number)	(Date of Deposit)
Carolyn Simpson	
(Printed Name)	
	
(Signature)	

**TRANSMITTAL**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450  
Sir:

Transmitted herewith is the following document for the above-identified patent application:

- [ X ] Revocation of Prior Powers of Attorney by Assignee  
Appointment of New Power of Attorney by Assignee  
Change of Correspondence Address (2 pages)
- [ X ] Appendix A (1 page)
- [ X ] Appendix B (Redacted Copy of Asset Purchase Agreement,  
and Bill of Sale (34 pages)

Respectfully submitted,

Date 9/27/04


FOLEY & LARDNER LLP  
Customer Number: 26371  
Telephone: (414) 297-5531  
Facsimile: (414) 297-4900

By Jean M. Tibbetts

Jean M. Tibbetts  
Attorney for Applicant  
Registration No. 43,193



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

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<b>Carolyn Simpson</b>	
(Printed Name)	
	
(Signature)	

**REVOCATION OF PRIOR POWERS OF ATTORNEY BY ASSIGNEE**  
**APPOINTMENT OF NEW POWER OF ATTORNEY BY ASSIGNEE**  
**CHANGE OF CORRESPONDENCE ADDRESS**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Infowave Software, Inc. is the assignee of the patents/patent applications listed on the attached chart (see Appendix A), as evidenced by the attached redacted copy of an Asset Purchase Agreement showing the transfer of assets of HiddenMind Technology LLC to Infowave Software, Inc. (see Appendix B).

Infowave Software, Inc., through its duly-delegated representative, hereby revokes all prior Powers of Attorney submitted in this application, and hereby appoints the registered patent attorneys and patent agents associated with Customer Number:

**26371**

as its principal attorneys to have full power to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent, to transact all business in the United States Patent and Trademark Office connected therewith,

and to have full power of substitution, association, and revocation, including the power to revoke the power of attorney of any associate attorney.

Please direct all future correspondence concerning this application to:

Jean M. Tibbetts  
FOLEY & LARDNER LLP

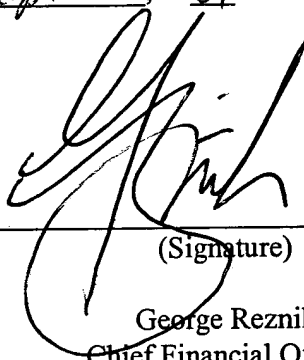
26371

Telephone: (414) 297-5531  
Facsimile: (414) 297-4900

Executed this 7 day of Sept, 2004.

INFOWAVE SOFTWARE, INC.

By:



(Signature)

George Reznik  
Chief Financial Officer

## APPENDIX A

TITLE	SERIAL NO.	FILING DATE	DOCKET NO.
REDACTED			
System and Method for Transmitting Data Content in a Computer Network	U.S. Patent No. 6,442,565	Issued 8/27/2002	051373-0139 formerly 4964.00
System and Method for Transmitting Data Content in a Computer Network	10/192,366 Continuation of 09/374,160 (now US 6,442,565)	7/09/2002	051373-0135 formerly 4964.02
System and Method for Transmitting Data Content in a Computer Network	10/624,720 Divisional of 10/192,366	7/21/2003	053173-0136 formerly 480/US/2

## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "**Agreement**"), dated as of May 28, 2003, is made and entered into by and between Infowave Software, Inc., a British Columbia company corporation ("**Buyer**"), and HiddenMind Technology, LLC, a Delaware LLC ("**Seller**").

**WHEREAS**, Seller desires to sell and assign to Buyer, and Buyer desires to purchase and assume from Seller, on the terms and subject to the conditions set forth in this Agreement, substantially all of the assets and certain liabilities of Seller that are currently being used by Seller in the conduct of the Seller's business.

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, warranties and agreements and the conditions set forth in this Agreement, Buyer and Seller hereby agree as follows:

### Article 1. Transfer of Assets; Assumption of Liabilities

1.1 Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, Seller shall, at the Closing, sell, transfer and assign to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of any and all charges, claims, liens, mortgages, deeds of any kind whatsoever ("**Encumbrances**"), all of Seller's right, title and interest, as of the Closing Date, in and to all of the assets of the Seller (collectively, except for the excluded assets set forth in Section 1.2 hereof, the "**Assets**"), including without limitations the following:

# REDACTED

(f) All documents (whether in paper or in electronic format) or other tangible materials embodying technology or intellectual property rights owned by, licensed to or otherwise controlled by Seller and used in connection with its business, whether such properties are located on Seller's business premises or on the business premises of Seller's suppliers or customers, including, without limitation all software programs (including both source and object codes) and related documentation for software used in or developed for support of its business;

(g) All rights in patents, patent applications, trademarks, service marks, trade names, corporate names, copyrights, mask works, trade secrets or other intellectual property rights owned by, licensed to or otherwise controlled by Seller or used in, developed for use in or necessary to the conduct of its business as now conducted or planned to be conducted including, without limitation, those set forth in the Disclosure Schedule and including the rights to institute or maintain any action or investigation for and to recover damages for any past infringement thereof or any actions of unfair competition relating thereto;

**REDACTED**

**REDACTED**



**REDACTED**

**Article 2. Purchase Price**

**REDACTED**

# REDACTED

## Article 3. Closing

# REDACTED

3.2 General Procedure. At the Closing, each party shall deliver to the party entitled to receipt thereof the documents required to be delivered pursuant to Article VII hereof and such other documents, instruments and materials (or complete and accurate copies thereof, where appropriate) as may be reasonably required in order to effectuate the intent and provisions of this Agreement, and all such documents, instruments and materials shall be satisfactory in form and substance to counsel for the receiving party. The conveyance, transfer, assignment and delivery of the Assets shall be effected by Seller's execution and delivery to Buyer of a bill of sale substantially in the form attached hereto as Exhibit C (the "*Bill of Sale*") and such other instruments of conveyance, transfer, assignment and delivery as Buyer shall reasonably request to cause Seller to transfer, convey, assign and deliver the Assets to Buyer, and the assignment to and assumption by the Buyer of the liabilities under Section 1.3 shall be effected by Seller's and Buyer's execution of an assignment and assumption agreement substantially in the form attached hereto as Exhibit D (the "*Assignment and Assumption Agreement*").

## Article 4. Representations and Warranties of Seller

Seller hereby represents and warrants to Buyer that, except as set forth in the Disclosure Schedule delivered by Seller to Buyer on the date hereof (the "*Disclosure Schedule*") (which Disclosure Schedule sets forth the exceptions to the representations and warranties contained in this Article 4):

4.1 Organization and Corporate Power. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority and all authorizations, licenses, permits and certifications necessary to carry on its business as now being conducted and to own, lease and operate the

Assets. No act or proceeding has been taken by or against Seller in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of Seller.

**REDACTED**

4.3 Execution, Delivery, Valid and Binding Agreement. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby have been duly and validly authorized by the Board of Managers and Members of Seller (as such terms are defined in the Seller's Limited Liability Company Agreement), and no other proceedings on its part are necessary to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by Seller and, assuming that this Agreement is the valid and binding agreement of Buyer, constitutes the valid and binding obligation of Seller.

**REDACTED**

# REDACTED

## 4.9 Title to Assets.

(a) Seller owns good and marketable title to each of the tangible personal properties and tangible assets reflected on the Latest Balance Sheet, or acquired since the date thereof, free and clear of all Encumbrances, except for (i) liens for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings, (ii) liens identified in Section 4.9 of the Disclosure Schedule, (iii) assets disposed of since the Balance Sheet Date in the ordinary course of business, (iv) liens imposed by law and incurred in the ordinary course of business for obligations not yet due or delinquent, (v) liens in respect of pledges or deposits under workers' compensation laws, and (vi) liens voluntarily created in the ordinary course of business.

(b) The equipment and other tangible assets used in the conduct of its business are, in all material respects, in good condition and repair, ordinary wear and tear excepted, and are adequate and suitable for the purposes for which they are currently being used

(c) The Assets are sufficient to permit the continued operation of the Seller's business as presently carried on by it.

4.10 Intellectual Property Rights. The Disclosure Schedule describes all rights in patents, patent applications, trademarks, service marks, trade names, corporate names, copyrights, mask works, trade secrets, know-how or other intellectual property rights owned by, licensed to or otherwise controlled by Seller in connection with the conduct of its business or used in, developed for use in or necessary to the conduct of its business which are, individually or in the aggregate with such other intellectual property rights, material to its business. Seller owns and

possesses all right, title and interest, or holds a valid license, in and to the rights set forth in the Disclosure Schedule, free of Encumbrances. To the knowledge of the Seller, no person has any right, title or interest in any of such intellectual property and all such persons have waived their moral rights in any copyright works within such intellectual property. The Seller has diligently protected its legal rights to the intellectual property listed in the Disclosure Schedule. The Disclosure Schedule describes all intellectual property rights which have been licensed to third parties and those intellectual property rights which are licensed from third parties. Seller has not received any notice of any infringement or misappropriation by, or conflict from, any third party with respect to the intellectual property rights which are listed in the Disclosure Schedule; no claim by any third party contesting the validity of any intellectual property rights listed in the Disclosure Schedule has been made, is currently outstanding or, to the best knowledge of the Seller, is threatened; Seller has not received any notice of any infringement, misappropriation or violation by Seller of any intellectual property rights of any third parties.

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**



**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**Article 5. Representations and Warranties of Buyer**

Buyer hereby represents and warrants to Seller that:

**5.1 Incorporation and Corporate Power.** Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of British Columbia, with the requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

5.2 Execution, Delivery, Valid and Binding Agreement. The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action, and no other corporate proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement, except for the approval of shareholders as specified in Section 8.1(i). This Agreement has been duly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights or by general principles of equity.

**REDACTED**

**Article 6. Covenants of Seller**

**REDACTED**

**REDACTED**

**Article 7. Covenants of Buyer**

**REDACTED**

**REDACTED**

**Article 8. Conditions To Closing**

**REDACTED**



**REDACTED**

(h) On the Closing Date, Seller shall have delivered to Buyer all of the following:

(i) an executed copy of the Bill of Sale and such other instruments of conveyance, transfer, assignment and delivery as Buyer shall have reasonably requested pursuant to Section 3.2 hereof;

**REDACTED**

**REDACTED**

- (xi) physical possession of all assets, to the extent applicable; and

**REDACTED**

**REDACTED**

**REDACTED**

**Article 9. Termination**

**REDACTED**

**Article 10. Intentionally Left Blank**

**Article 11. Survival; Indemnification**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**Article 12. Miscellaneous**

**REDACTED**



# REDACTED

**12.6 Notices.** All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered or three business days after being mailed by first class U.S. mail, return receipt requested, or when receipt is acknowledged, if sent by facsimile, telecopy or other electronic transmission device. Notices, demands and communications to Buyer and Seller will, unless another address is specified in writing, be sent to the address indicated below:

**Notices to Seller:**

HiddenMind Technology, LLC  
10 River Park Plaza, Suite 800  
St. Paul, MN 55107  
Attn: Gerald L. Trooien  
Facsimile: (651) 641-1244

**With a copy to:**

Dorsey & Whitney LLP  
50 South Sixth Street, Suite 1500  
Minneapolis, Minnesota 55402  
Attn: William A. Jonason  
Facsimile: (612) 340-2868

**Notices to Buyer:**

Infowave Software, Inc.  
4664 Lougheed Hwy, Suite 200  
Burnaby, BC V5C 5T5  
Attn: George Reznik  
Facsimile: (604) 473-3664

With a copy to:

Blake, Cassels & Graydon LLP  
Suite 2600, Three Bentall Centre  
PO Box 49314  
Vancouver, BC  
Canada V7X 1L3  
Attn: Geoffrey S. Belsher  
Facsimile: (604) 631-3309

**12.7 Assignment.** This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto.

**12.8 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**12.9 Complete Agreement.** This Agreement and the Related Agreements and the Exhibits hereto, the Disclosure Schedule and the other documents referred to herein contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

**12.10 Counterparts.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.


**12.11 Governing Law.** The internal law, without regard to conflicts of laws principles, of the State of North Carolina will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

**REDACTED**


**REDACTED**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the  
day and year first above written.

INFOWAVE SOFTWARE, INC.

By:   
Name: Thomas Roy  
Title: Chairman

HIDDENMIND TECHNOLOGY, LLC

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECTION 4.10**

**Intellectual Property Rights.**

**Intellectual Property Rights Owned by Seller**

1. **Trademark**

See Exhibit 4.10, attached hereto

2. **Patent**

**HiddenMind Technology, Inc.  
Pending Patent Applications – as of 4/16/2003**

<b>Application Title</b>	<b>Inventors</b>	<b>Filing Date</b>	<b>Docket No.</b>	<b>Serial No.</b>	<b>Status/Next Required Action</b>
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REDACTED

Application Title	Inventors	Filing Date	Docket No.	Serial No.	Status/Next Required Action
System and Method for Transmitting Data Content in a Computer Network (Continuation application)	Kristopher Tyra, Grant Gainy, David Zimmerman, Scot Floess	7/9/2002	4964.02	10/192,366	Response to First Office Action due no later than July 21, 2003
System and Method for Transmitting Data Content in a Computer Network	Kristopher Tyra, Grant Gainy, David Zimmerman, Scot Floess	9/17/1999	4964.00	09/374,160	Issued as U.S. Patent No. 6,442,565


**REDACTED**

## BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, HiddenMind Technology, LLC, a Delaware limited liability company ("*Seller*"), hereby sells, assigns and transfers to Infowave Software, Inc., a British Columbia company ("*Buyer*"), pursuant to the terms and conditions of that certain Asset Purchase Agreement between Seller and Buyer dated May 28, 2003 (the "*Agreement*"), all of its right, title and interest in and to each and all of the assets described in Section 1.1 of the Agreement, free and clear of all mortgages, liens, claims, charges, encumbrances, security interests, pledges or title retention agreements or leases of any kind or nature.

Dated: July 4, 2003

HIDDENMIND TECHNOLOGY, LLC

By:   
Gerald Trooien  
President

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